

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 15	
1. CONTRACT PURCH ORDER/AGREEMENT NO. W56HZV-07-P-B013			2. DELIVERY ORDER/CALL NO.		3. DATE OF ORDER/CALL (YYYYMMDD) 2007JUL11		4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE		5. PRIORITY DOA4		
6. ISSUED BY U.S. ARMY TACOM LCMC SFAE-GCS-W-BCTP SCOTT RYBICKI (586)753-2130 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL WEAPON SYSTEM: WPN SYS: KM EMAIL: SCOTT.RYBICKI@US.ARMY.MIL			CODE W56HZV	7. ADMINISTERED BY (If other than 6) DCMA TWIN CITIES B.H. WHIPPLE FEDERAL BUILDING ROOM 1150 1 FEDERAL DRIVE FT. SNELLING MN 55111-4007 SCD: C PAS: NONE ADP PT: HQ0339				CODE S2401A	8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)		
9. CONTRACTOR HUGHES GROUP L.L.C. 15107 UNION AVE SW LAKEWOOD, WA 98498-2044 NAME AND ADDRESS TYPE BUSINESS: Small Disadvantaged Business Performing in U.S.			CODE 3GJD3	FACILITY	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE			11. X IF BUSINESS IS <input type="checkbox"/> SMALL <input checked="" type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED			
14. SHIP TO SEE SCHEDULE			CODE	15. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381				CODE HQ0339	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2		
16. TYPE OF ORDER	DELIVERY/ CALL	THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.									
	PURCHASE	X	Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____. furnish the following on terms specified herein.								
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.											
<div style="display: flex; justify-content: space-between;"> <div>NAME OF CONTRACTOR</div> <div>SIGNATURE</div> <div>TYPED NAME AND TITLE</div> <div>DATE SIGNED (YYYYMMDD)</div> </div> <div style="margin-top: 10px;"> <input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:         </div>											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE											
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICE			20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT	
		SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price  KIND OF CONTRACT: Service Contracts									
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA EDWARD OTTMAN ED.OTTMAN@US.ARMY.MIL (586)574-2147 BY: CONTRACTING/ORDERING OFFICER					25. TOTAL \$13,867.61		
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED											
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP. NO.		29. D.O. VOUCHER NO.		30. INITIALS		
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS			31. PAYMENT <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34. CHECK NUMBER		
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER							35. BILL OF LADING NO.		
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

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SUPPLEMENTAL INFORMATION

	Regulatory Cite	Title	Date
1	52.201-4000 (TACOM)	TACOM-WARREN OMBUDSPERSON	JAN/2006

Information regarding the TACOM-Warren Ombudsperson is located at the website <http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Clause]

2	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	SEP/2006
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- (a) All TACOM solicitations and awards are distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web.
- (b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.
- (c) Unless otherwise authorized in this solicitation, you are required to submit your offer, bid, or quote electronically, normally via email or datafax. For detailed information about submitting your offer electronically, please see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.
- (1) The proper TACOM addresses for offer submission are:
- (i) RFQs: Email your quote to the contract specialist's email address found on the RFQ cover sheet or the DD Form 1155.
- (ii) RFP and Sealed Bidding: Email your offer to: [offers@tacom.army.mil](mailto:offers@tacom.army.mil) If you datafax your proposal/bid, address your header to: [offers@tacom.army.mil](mailto:offers@tacom.army.mil) and fax to the TACOM Network fax Server at datafax number 1-586-574-5527.
- (2) When datafaxing or emailing an offer, the submitted file cannot exceed 7 megabytes. Clearly state Quote, Offer, or Bid on your fax cover page or on the subject line of the e-mail. Use only one of the terms Quotation, Offer, or Bid depending on the solicitation type. Include your company name and annotate the proper internal TACOM address for proper internal routing.
- (3) Authentication for datafax submission is verified by the offeror returned address. Quotes, Bids, or Offers may be sent via datafax using a personal computer or a standalone datafax machine. If you are submitting a datafax, a confirmation of receipt for TACOM-Warren will not be sent.
- (d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987)of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.
- (e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil) . If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center Website at <http://www.aptac-us.org/new/> to find a location near you.

[End of Clause]

3	52.214-4003 (TACOM)	ALL OR NONE	MAR/1998
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Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.

- (1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.
- (2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION ARE INELIGIBLE FOR AWARD.

[End of clause]

4

52.217-4911

NOTICE OF URGENT REQUIREMENT

NOV/2001

(TACOM)

TACOM considers this requirement to be urgent. Timely performance and delivery are essential. Deliveries ahead of schedule are encouraged whenever they can be offered without additional cost to the Government. The Contractor is requested to immediately contact the buyer or contracting officer identified on the cover page of this document to notify them of any pending or potential problems and/or suggestions for contract streamlining that would enable faster deliveries.

[End of Provision]

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Name of Offeror or Contractor: HUGHES GROUP L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	SECURITY CLASS: Unclassified				
0001AA	TOTAL BFT A KIT (KIT/SHIP)	174	EA	\$ 79.69890	\$ 13,867.61
	NOUN: BFT A KIT (KIT/SHIP) PRON: X17GXEA5X1 PRON AMD: 01 ACRN: AA AMS CD: 13519800000				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin ACCEPTANCE: Destination				
	<u>Deliveries or Performance</u>				
	DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	001 000000 3				
	DEL REL CD QUANTITY DEL DATE				
	001 58 31-AUG-2007				
	002 58 30-SEP-2007				
	003 58 31-OCT-2007				
	FOB POINT: Destination				
	SHIP TO:				
	(W91WZ0) XR W4GG PM STRYKER				
	GSA WHSE 1 2701 C ST				
	AUBURN WA 95001-0101				
	<u>CONTRACT/DELIVERY ORDER NUMBER</u>				
	W56HZV-07-P-B013/0000				
	MARK FOR: Georg Turner				
	760.355.3374				
	turnerg@gdls.com				
	(End of narrative F001)				

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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SCOPE OF WORK

C.1 Contractor shall receive, kit, package, and ship 174 EA TOTAL Blue Force Tracking (BFT) A KITS to the GSA Warehouse in Auburn, WA. The contractor will receive 3 different sub-kits from three different sources to make up the TOTAL BFT A KIT. Each of the three sub-kits will be marked with STRYKER stickers, which the Government will provide to the contractor.

- a. The MT2011 Dual A sub kit box shall be marked 1 of 3,
- b. The SWING PLATE sub kit box will be marked 2 of 3
- c. The V4 sub kit box will be marked 3 of 3.

C. 2 The Contractor shall include a legible copy of the Packing List (Attachment 001), and a legible copy of the Installation Instructions (Attachment 002) in each kit.

C. 3 The TOTAL BFT A KIT box shall have a STRYKER sticker placed on it with the marking of STRYKER BFT A KIT. All of the aforementioned markings shall be placed below the STRYKER stickers.

C. 4 The contractor shall use Packing List (Attachment 001) to package the TOTAL BFT A KITS. Packaging shall be standard commercial packaging. Each TOTAL BFT A KIT shall be sturdy enough that the box will remain intact through various handling methods. The BFT TOTAL A KITS shall be palletized on standard 4 x 4 pallets, stacked no more than three high. The palletized kits shall be appropriately reinforced and wrapped to prevent spillage as well as box/kit damage.

The required schedule for all the kits is:

58 EA: 31 AUG 2007  
58 EA: 30 SEP 2007  
58 EA: 31 OCT 2007

Accelerated delivery is acceptable at no additional cost to the Government. Shipments will occur within five (5) calendar days of receiving all sub kits (3 of 3) to completely assemble each of the TOTAL BFT A KITS.

\*\*\* END OF NARRATIVE C0001 \*\*\*

PACKAGING AND MARKING

5            52.247-4016            HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS            AUG/2005  
(TACOM)

Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment.

Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program. In addition, wood used as dunnage for blocking and bracing shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

[End of Clause]

INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal->

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zp/procurement/afars.doc

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

6	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
7	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
8	52.246-14	INSPECTION OF TRANSPORTATION	APR/1984
9	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
10	(52.246-4006) (TACOM)	INSPECTION POINT: ORIGIN; ACCEPTANCE POINT: DESTINATION	FEB/1995

The Government's inspection of the supplies offered under this order shall take place at ORIGIN. The Government's acceptance of the supplies offered under this order shall take place at DESTINATION. Offeror must specify below the exact name and address of his facility, or his subcontractor's facility, where supplies to be furnished under this order will be available for origin inspection.

Contractor's Plant: 11102 1/2 PACIFIC HIGHWAY SOUTH, LAKEWOOD, WA 98499  
(Name and Address)

Subcontractor's Plant: N/A  
(Name and Address)

[End of Clause]

11	(52.246-4009) (TACOM)	INSPECTION AND ACCEPTANCE POINTS: DESTINATION	FEB/1995
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Inspection and acceptance of supplies offered under this purchase order shall take place as specified here. Inspection: DESTINATION. Acceptance: DESTINATION.

[End of Clause]

DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or http://www.acq.osd.mil/dpap/dars/index.htm or https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

12	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
13	52.242-15	STOP-WORK ORDER	AUG/1989
14	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
15	52.247-34	F.O.B. DESTINATION	NOV/1991
16	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this clause.

(b) The permissible variation shall be limited to:

ZERO Percent increase

ZERO Percent decrease

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This increase or decrease shall apply to the entire contract.

(End of Clause)

17            52.242-4022            DELIVERY SCHEDULE            SEP/2006  
                 (TACOM)

(a) Offers that propose delivery that will not clearly fall within the applicable required delivery schedule specified below MAY BE CONSIDERED NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD. If you believe that the delivery schedule or quantity is unrealistic, contact the buyer listed on the cover sheet of this solicitation at least 14 days prior to solicitation closing date.

(b) DEFINITIONS:

(1) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.

(2) DELIVERY is defined as follows:

FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or

FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

(c) The Government requires delivery to be made according to the following schedule:

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
		N/A

(2) GOVERNMENT REQUIRED DELIVERY SCHEDULE IF THERE IS NO FIRST ARTICLE TEST (FAT), OR IF FAT IS WAIVED

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
0001AA	58	31 August 2007
0001AA	58	30 September 2007
0001AA	58	31 October 2007

(d) If the offeror does not propose an accelerated delivery schedule, the required delivery schedule above will apply. If you wish to propose an accelerated delivery schedule at no additional cost, fill in the appropriate information here:

(1) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
		N/A

(2) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITHOUT FIRST ARTICLE TEST (FAT), or IF FAT IS WAIVED

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
		N/A

(e) You can accelerate delivery after contract award at no additional cost to the government.

[End of Clause]

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Name of Offeror or Contractor: HUGHES GROUP L.L.C.

CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	OBLG STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AA	X17GXEA5X1 13519800000	AA 1	21 72020000075R5R07P135198252G S20113	7GXE15	W56HZV \$	13,867.61
TOTAL						\$ 13,867.61

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	21 72020000075R5R07P135198252G S20113	W56HZV \$	13,867.61
TOTAL				\$ 13,867.61

ACRN	EDI ACCOUNTING CLASSIFICATION	
AA	21 070720200000 S20113 75R5R0713519800000252G	7GXE15S20113 W56HZV

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#### CONTRACT CLAUSES

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<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

18	52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL/2006
19	52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES	JUN/2006
20	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
21	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
22	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
23	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
24	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
25	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
26	52.222-3	CONVICT LABOR	JUN/2003
27	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2006
28	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
29	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
30	52.222-26	EQUAL OPPORTUNITY	MAR/2007
31	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
32	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
33	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
34	52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	JUL/2005
35	52.222-50	COMBATING TRAFFICKING IN PERSONS	APR/2006
36	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
37	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB/2006
38	52.232-1	PAYMENTS	APR/1984
39	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
40	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
41	52.232-11	EXTRAS	APR/1984
42	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
43	52.232-25	PROMPT PAYMENT	OCT/2003
44	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
45	52.233-1	DISPUTES	JUL/2002
46	52.233-3	PROTEST AFTER AWARD	AUG/1996
47	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
48	52.243-1	CHANGES--FIXED PRICE	AUG/1987
49	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR/2007
50	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR/1984
51	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
52	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
53	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
54	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
55	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
56	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
57	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JAN/2007
58	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAR/2006
59	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
60	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
61	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
62	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	MAR/2007
63	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
64	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991

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65	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
66	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
67	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
68	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE III	MAY/2002
69	52.219-17	SECTION 8(a) AWARD	DEC/1996

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the US ARMY TACOM LCMC the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the TACOM Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the Disputes clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the US ARMY TACOM LCMC.

(End of Clause)

70	52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY/1989
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In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:  
It is not a Wage Determination

Employee Class	Monetary Wage -- Fringe Benefits
N/A	

(End of Clause)

71	252.219-7009	SECTION 8(a) DIRECT AWARD	MAR/2002
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(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

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Seattle District Office  
4th & Battery Building  
2401 Fourth Avenue, Suite 450  
Seattle, WA 98101-1128  
206-553-7310

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBAs 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of clause)

72 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT/1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

73 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

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**Name of Offeror or Contractor:** HUGHES GROUP L.L.C.

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert None)	Identification No.
NONE	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Governments rights in data furnished under this contract with respect to hazardous material are as follows:

- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --
  - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
  - (ii) Obtain medical treatment for those affected by the material; and
  - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

74                      52.223-11                      OZONE-DEPLETING SUBSTANCES                      MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II , including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) \* \_\_\_\_\_ N/A \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

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\* The Contractor shall insert the name of the substance(s).

(End of Clause)

75

252.223-7001

HAZARD WARNING LABELS

DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)

ACT

      NONE      

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

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LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0001	TOTAL BFT A KIT PACKING LIST	03-JUL-2007	001	EMAIL
Attachment 0002	TOTAL BFT A KIT INSTALLATION INSTRUCTIONS	03-JUL-2007	001	EMAIL